

Western Title Co. WTI 51643ds

65258

LAS BRISAS SUBDIVISIONROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made on the date set forth below by and between the undersigned owner of property in Las Brisas Subdivision and Las Brisas Homeowners Association.

## DEFINITIONS:

1. "OWNER": shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple interest to any Lot, but excluding sellers under real estate contract and including purchasers under real estate contract, but excluding those having such interest merely as security for the performance of an obligation.

2. "ASSOCIATION": shall mean and refer to LAS BRISAS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

3. "SUBDIVISION": shall mean and refer to that certain real property described as the Las Brisas Subdivision, as shown on that certain plat filed in the real estate records of Sandoval County, New Mexico on March 20, 1995, in Folio 1230-B as document 63884 in Volume 3 and March 21, 1995 in Folio 1231-B as Document 64000 in Volume 3 and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

4. "LOT": shall mean and refer to any subdivided parcel of land shown upon the recorded plat of the Subdivision.

5. "DECLARATION": shall mean and refer to the Comprehensive Declaration of Covenants, Conditions and Restrictions applicable to the Subdivision recorded in the office of the County Clerk of Sandoval County, New Mexico on ~~March~~ April 6 1995 as Document No. 65255, in Book \_\_\_\_\_, page \_\_\_\_\_.

## RECITALS:

The undersigned is currently the owner of all Lots which are part of the Subdivision, and is entitled to membership in the Association.

Membership in the Association entitles the Owner to certain rights and obligates the owner to certain responsibilities, as more specifically set forth herein, and in the Comprehensive Declaration of Covenants, Conditions and Restrictions.

Owner and Association wish to delineate those rights and obligations further as they relate to road maintenance both within the Subdivision, and between the Subdivision and the currently existing county road (Camino de las Huertas) which is to the southwest of the Subdivision.

**TERMS AND CONDITIONS:**

Now therefore, for and in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Owner, and all subsequent owners of any Lot within the Subdivision, shall join and become a member of the Association and shall abide by and be bound by the provisions of the Articles and By-Laws of the Association and the Declaration.
2. Owner, and all subsequent owners of any Lot within the Subdivision, recognize and agree that the Association has the power and authority to levy assessments against a Lot pursuant to the Articles and By-Laws of the Association and Declaration, and/or pursuant to this Agreement, and such Owner(s) will be personally liable for the payment of said assessments.
3. The Association will provide normal road maintenance consistent with the character of a rural subdivision at such times and to such extent as the Board of Directors of the Association in its sole discretion shall determine, and Owner, and all subsequent owners of any Lot within the Subdivision, shall be responsible for the payment of all assessments levied by the Association to defray the costs of such road maintenance.
4. Snow removal shall not be considered normal road maintenance. Any owner may contract separately for snow removal, if desired, for such additional charges or fees as may be agreed to by the parties.
5. Road maintenance by the Association shall include only those roads shown on the original plat of the Las Brisas Subdivision filed in the office of the County Clerk of Sandoval County, New Mexico on March 20, 1995, as Document No. \_\_\_\_\_ verified in Book 3, page 123-B. Maintenance of any additional road installed by Owner, its successor, grantee or assign is not the responsibility of either Owner or the Association.
6. The Association, by a majority vote, will have the right to enter into road maintenance agreements with neighboring property owners, for the purpose of securing and/or improving access between the Subdivision and Camino de las Huertas, if the Association's Board of Directors deems such agreement(s) to be in the best interest of the Association. All members of the Association will be bound by any such additional agreement(s).
7. Owner, and all subsequent owners of any Lot within the Subdivision, agree to pay assessments, fees and charges levied by the Association within thirty (30) days after the due date indicated upon the notices thereof, and agree that the Association shall have a lien upon Owner's property for all such amounts as provided in the Declaration.

8. This Agreement shall run with the land, and shall be binding upon, and shall inure to the benefit of, Owner's grantees, successors and assigns.

Dated this 31st day of ~~April~~<sup>March</sup>, 1995.

BBP, Inc.,  
a New Mexico corporation

BY *Lynzie Flynn*  
Lynzie Flynn  
Its President

STATE OF NEW MEXICO )  
COUNTY OF ~~SANDOVAL~~ Bernalillo ) ss.

The foregoing instrument was duly acknowledged before me this 31st day of March, 1995, by Lynzie Flynn, who is President of BBP, Inc., a New Mexico corporation.

*[Signature]*  
Notary Public

My commission expires 10/4/95  
OFFICIAL SEAL  
DIANA L. SANCHEZ  
NOTARY PUBLIC - STATE OF NEW MEXICO  
Notary Bond Filed With Secretary of State  
My Commission Expires 10/4/95



roadmain.agr

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STATE OF NEW MEXICO		} ss
COUNTY OF SANDOVAL		
This instrument was filed for record on		
AT:	<u>349</u> APR 6 1995	A.M. P.M.
Recorded in Vol. <u>Misc 308</u>		
of records of said county, folio <u>473</u>		
Sally Padilla, Clerk & Recorder <u>475</u>		
By: _____ Deputy <u>[Signature]</u>		